

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

NIC HOLDING CORP.
Plaintiff

V.

GREEN DIESEL, LLC AND
FUEL STREAMERS, INC.
Defendants

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CIVIL ACTION NO. H:12-00579

FUEL STREAMERS, INC.'S MOTION FOR
MORE DEFINITE STATEMENT

Pursuant to Federal Procedural Rule 12(e), Defendant Fuel Streamers, Inc. files this Motion for a More Definite Statement:

1. A defendant may file a Motion for More Definite Statement when the plaintiff's pleadings are "so vague or ambiguous that the party cannot reasonably prepare a response." Fed. R. Civ. Proc. 12(e). Further, "An allegation of time or place is material when testing sufficiency of a pleading." Fed. R. Civ. Proc. 9. In this case, NIC's pleading, as it pertains to Fuel Streamers, Inc., is too vague to allow Fuel Streamers, Inc. to answer. The petition fails to set out any facts that would put Fuel Streamers, Inc. on notice of the actions Fuel Streamers took that form the basis of the complaint, when the action was taken, and by whom it was taken.

2. NIC pleads facts regarding its business transactions and/or contracts with Defendant Green Diesel, LLC. NIC sued Green Diesel pursuant to a contract it had with Green Diesel to provide Renewable Identification numbers (RINs). An individual RIN is assigned to every single gallon of renewable fuel produced for use in the U.S. NIC

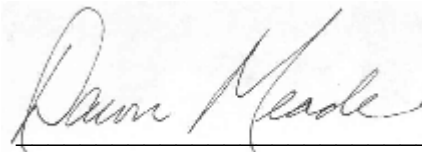
claims to have purchased invalid RINs from Green Diesel. All of NIC's allegations relate to Green Diesel, yet NIC uses the plural "Defendants" in the body of the claims. NIC makes no specific allegations against Fuel Streamers, Inc. except in paragraph 17, and then only in so far as NIC summarily states that Fuel Streamers, Inc. "assumed the obligations of Green Diesel, and in doing so, Defendant Fuel Streamers, Inc. promised to provide replacement RINs to Plaintiff."

3. NIC attempts to hold Fuel Streamers, Inc. liable for the contracts NIC has with other parties. Since there is no written contract between NIC and Fuel Streamers, Inc., Fuel Streamers, Inc. has no way of knowing what NIC claims its agreements to be, when they were made, who made them, etc. "Time and place" allegations are not only material to such a claim, they are vital to determining exactly upon what facts NIC's claims against Fuel Streamers, Inc. are based.

4. Further, NIC pleads facts against Green Diesel, but uses the plural "Defendants" when discussing causes of action. Fuel Streamers, Inc. requests that the Court order NIC to divide its factual allegations and specify the party against whom the specific allegations are made so that Fuel Streamers may determine which facts are actually alleged against it, versus claims that Fuel Streamers, Inc. is simply responsible for Green Diesel's actions.

March 2, 2012

Date



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CERTIFICATE OF SERVICE

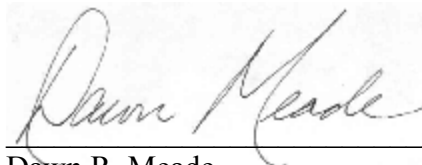
I hereby certify that I served the foregoing document upon all parties, through their counsel of record, in compliance with Federal Civil Procedure Rule 5, and Local Rule 5, by the following procedure:

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